



**Agenda Item C.4**  
**DISCUSSION/ACTION ITEM**  
**Meeting Date: March 12, 2025**

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**TO:** Chair and Members of the Parks and Recreation Commission

**FROM:** JoAnne Plummer, Neighborhood Services Director

**CONTACT:** Justin Wilkins, Recreation Manager

**SUBJECT:** Proposed Contract Classes & Contract Camp Program

**RECOMMENDATION:**

Review, provide feedback and support of the concept of a Contract Class & Contract Camp Program.

**BACKGROUND:**

On January 16, 2020, the Goleta City Council adopted the Parks, Facilities, and Playgrounds master plan. The findings included several goals and objectives in and around diversification, access, cost, and implementation of recreational programming. Key among these were:

- Subsection 5.2.3, Recommended Goal 3, objective 3.5, utilize existing City resources to provide recreational programs and achieve stated outcome goals;
- Subsection 5.2.6, Recommended Goal 6, objectives 6.2 and 6.3, calling for the utilization and partnership of existing recreation service providers to meet recreational needs of the City; and
- Subsection 5.6.1, Recommended Goal 14, objectives 14.1 to 14.4, calling for the diversification of funding towards the Division, including new fee-for-service programs, to subsidize continued development and facility needs across City resources.

Similarly, on April 18, 2023, the Goleta City Council adopted the Goleta Community Center Strategic Plan, which identified five (5) main goals. Goal three (3), was to ensure regular programming is being offered to meet the diversity of the community by leveraging existing facilities to partner with service providers and experts, with the goal of offering equitable and affordable recreational programming at the Community Center for participants across the life span.

**DISCUSSION:**

Wherein, both guiding plans for recreation, parks and facilities call for the utilization of City resources to offer more diverse recreation programming through partnership, and

whereas the City of Goleta has primarily operated as a contract entity, Staff proposed the adoption of a contract class and contract camp program model.

The proposed contract program model is not without precedent. The cities of Lompoc, Santa Maria, Carpinteria, and Santa Barbara utilize some variation of the same model to accomplish diverse recreational programming. Through this model, neighboring cities can provide broad and diverse recreational programming through partnership with existing service providers, without requiring costly additional personnel.

Further, through strategic partnerships and utilization of City resources/facilities, programming can be offered at below market rates for all City residents, in particular our most vulnerable of populations. Last, this model removes competition between the City and the local recreational providers.

The basic tenet of the model is that the City identifies trusted and experienced providers of educational and recreational classes and camps, provides them the physical space to conduct said services; accepts, manages, and stores all participant registrations and payments through our existing point of sale system; and leverages the existing marketing channels to promote and recruit enrollment.

In this way, the City is proctoring a reduction in facility and administrative cost to local providers. The savings is then passed directly to City residents. The City will provide valuable administrative services to several smaller organizations and programs, who would otherwise, occur costs passed on to participants. As the City will utilize existing facilities and administrative and marketing methodologies, the cost to the City is negligible, while the benefit to its residents would be considerable - both in access, opportunity, and reduction of cost.

As the City provides facilities, registration, and marketing, the contractor then oversees the development of curriculum, staffing, and day-to-day oversight of the class or camp, as outlined in the joint agreement. For its efforts, the City would retain a portion of paid enrollments, not to be less than the sum actually expended to administer the facilities, registration, and marketing. The contractor would retain the remaining balance for their time and efforts. While each contractor would require different levels of support, facility, and management, the agreement is based on a pro-rata revenue sharing agreement.

As part of the agreement, the contractor must provide a class or service that is aligned with the principals of the Goleta Community Center, and further the mission and vision of the City of Goleta as a whole. The contractor is required to provide a minimum number of set scholarships, or a pre-determined percentage based on paid registrations, and is encouraged to provide both a sibling and resident of Goleta discount.

The program will look to partner with a limited number of classes and camps over the summer of 2025, with continued growth continuing in the Fall through the Summer of 2026, where the goal would be to have a fully utilized Community Center and contract based offerings, providing a robust, affordable, recreational program year round.

**FISCAL IMPACTS:**

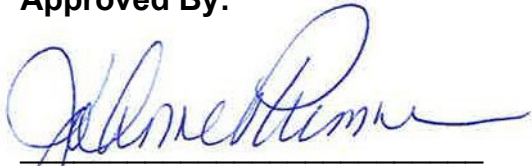
The approval of the Contract Class and Contract Camp program will require the City to expend up to \$2,000, annually on the promotion and marketing of the City's program and class offerings, in accordance with the proposed agreement with outside users. This budget expense will be offset by the new revenue this program will provide.

The potential increase in revenue is unknown at this time. While additional ancillary costs for program implementation will arise, they will be directly offset by program revenue. A conservative estimate would be an increase of \$5,000 in program revenues by the end of the first quarter of 2025/26 fiscal year, with revenues increasing quarterly thereafter.

**NEXT STEPS:**

With the support and recommendations from the Parks and Recreation Commission, City staff will then present this item to the City Council at a future date for consideration and approval.

**Approved By:**



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JoAnne Plummer  
Neighborhood Services Director

**ATTACHMENTS:**

1. Proposed Contract Class & Camp Proposal Form
2. Proposed Contract Class & Camp Agreement
3. Proposed Contract Class / Camp Brochure & Marketing Form

**ATTACHMENT 1**

**Proposed Contract Class & Camp Proposal Form**



Parks and Recreation

Contract Class / Contract Camp Proposal Form

Name of Applicant:

Name of Class / Camp:

Address:

City, ST, ZIP:

Phone Number:

Email Address:

Non-Profit? (Circle one) Yes No

EIN: (If applicable)

Area of Instructional Interest (Circle one or more) Youth Teen Adult Senior Special Event Camp

SUPPLEMENTAL QUESTIONS – *Please answer the questions below, providing additional pages as necessary. You can include program brochures or links, but please ensure that additional materials reference the question number below.*

1). Please describe the class, event, or camp you would like to host. Please include information on the subject, target population, outcomes, objectives, and any proposed benefit to attendees.

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2). Please describe your training, education, and experience that is relevant to the class, event, or camp you would like to host:

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3). Please describe the targeted participant (age, prior experience, special requirements for participation):

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4). Please describe the class or camp format (how many days per week, days of the week, time per day, number of weeks per session. Please include days of the week and time of day that are required.).

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5). What does your class or camp require in terms of space and facilities? Please note any special requirements, supplies, or considerations.

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6). Please describe the cost to participants, what is included in the cost, and describe any financial aid or scholarships you provide. Are any special supplies required to participate, and if so, what is the approximate cost to the participant?

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7). Please describe your staffing model. How many participants to staff/volunteers? What is the training and background of any subsequent staff, and what are the duties to be performed?

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8). If this class or course has been offered before, please describe previous locations/dates/attendance.

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9). Please provide any additional information that you think would be helpful below.

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*Thank you for taking the time to express interest in partnering with the City of Goleta Parks and Recreation Division. Upon completion of this form, the Parks and Recreation Manager or his/her designee will reply to you within ten (10) business days.*

Received by City Staff:

Date:

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**ATTACHMENT 2**

**Proposed Contract Class & Camp Agreement**



**CITY OF GOLETA  
CONTRACTED CLASS & CAMP AGREEMENT**

No. \_\_\_\_\_

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between “\_\_\_\_\_” hereinafter referred to as “Contractor”; And the CITY OF GOLETA, a municipal corporation hereinafter referred to as “City”.

In consideration of the following terms, covenants, and conditions, City and Contractor mutually agree as follows:

**1. CLASS/ACTIVITY DESCRIPTION.**

A. This Agreement is for a class or activity generally described as \_\_\_\_\_(the “Class.”)

B. The Class will be conducted by Contractor as an independent contractor at the City Park and Recreations Facility(ies) located at

\_\_\_\_\_ (the “Facility.”) The Class will be conducted solely within the room or area at the Facility designated by the City in accordance with Paragraph 3 of this Agreement.

C. Class Schedules

The Class or instruction shall be conducted according to the following schedule(s) unless otherwise agreed to in writing by the City:

<input type="checkbox"/>	Date Range:	Day(s) of the Week:	Times:	Number of Classes per Session:	Facility:
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					



D. Contractor represents and warrants that Contractor is competent and trained to provide the Class described in this Agreement and that Contractor is solely responsible for the Class content and conduct.

E. Contractor will provide services under this Agreement. Contractor may provide services under this Agreement by employees or subcontractors  Yes  No.

**2. ADDITIONAL REQUIREMENTS FOR SERVICES TO BE PERFORMED BY CONTRACTOR.**

Contractor shall perform or assure compliance with all of the following checked items below in connection with the Class:

- Provide competent, trained instructors to instruct \_\_\_\_\_ classes/activities/services.
- Provide sufficient competent, trained instructors at a ratio of \_\_\_\_\_ instructor to \_\_\_\_\_ participants.
- Complete fingerprinting and criminal background check for all instructors and other Contractor employees that have direct interaction with youth participants. Receive clearance from the Parks & Recreation Manager prior to beginning classes/activities/services.
- Complete TB testing and provide results to the Parks & Recreation Manager for all instructors and other Contractor employees that have direct interaction with youth participants.
- All instructors shall maintain valid Community CPR and First Aid certifications. Copies shall be provided to the Parks & Recreation Manager.
- Prevent avoidable injury to participants as well as damage to City property, equipment and facilities. Immediately report hazards to City.
- Be familiar with the "Independent Contractor Manual" and abide by the policies set forth. Return signed Independent Contractor Acknowledgement form.
- Maintain accurate registration records including completed and signed registration forms and waivers. Review registration forms for medical and emergency information.
- Both Recreation Facility Monitor and Contractor are required to count participants at each class and submit weekly Attendance Record Sheets to the Parks & Recreation Manager at the end of each week.

- Students are permitted in the facility fifteen minutes before and after scheduled class time, if there are no adjacent facility bookings. In the event of an adjacent booking, students will be permitted in the facility five minutes before or after scheduled class. Any time students remain in the facility beyond the time listed, the Contractor will be billed the hourly rental rate for the facility.
- Program registration is not permitted by contractor.
- Provide \_\_\_ scholarship(s) per \_\_\_ participants.
- Provide \_\_\_ scholarship(s) per session.
- Provide all supplies and equipment. The City does not provide equipment storage, unless otherwise specified in this agreement.
- Be responsible for returning City owned equipment in good condition and responsible for lost or damaged City equipment.
- Limit amplified sound levels so they do not interfere with other classes or neighboring properties. Reduce volume when instructed by the Recreation Facility Monitor.
- Provide an annual report to the Parks & Recreation Manager with observations and recommendations for program improvement moving forward, by \_\_\_\_\_.
- Provide publicity. Utilize the Parks and Recreation Division flyer template and receive content and layout approval from the Parks & Recreation Manager, prior to printing and distributing flyers.
- \_\_\_\_\_

**3. SERVICES TO BE PERFORMED BY CITY.**

City will perform the following services that are checked below:

- Provide listing in printed Parks and Recreation marketing materials and on-line.
- Assist in providing information to the public and Contractor by phone, e-mail or mail.
- Provide processing of participant registration and rosters.
- City shall remit payment to Contractor within 14 business days following the last Class/Camp session, or as mutually agreed upon by the Contractor and Parks & Recreation Manager.
- Designate, reserve, and provide the location or room at the Facility for the Class on the following days, unless otherwise agreed to in writing by the City:

Date Range:	Day(s) of the Week:	Times:	Number of Classes per Session:	Facility:

- City reserves the right to cancel individual dates with a minimum of \_\_\_\_ weeks' notice to Contractor.
- City reserves the right to cancel, postpone, or amend any activity at the Goleta Community Center if a local or regional emergency necessitates the need to establish an Emergency Shelter, or if conditions are deemed unsafe or acceptable for public use.

**4. TERM.**

The term of this agreement shall commence on the above stated date and shall terminate on \_\_\_\_\_, unless earlier terminated pursuant to Paragraph 5 of this Agreement.

**5. TERMINATION.**

City may terminate this Agreement with or without cause at any time upon fifteen days written notice. In the event of such termination, Contractor shall be compensated on a pro rata basis for such services performed up to the point of termination.

**6. CODE OF CONDUCT.**

Contractor agrees to comply with the City of Goleta Parks and Recreation approved code of conduct for the facilities or areas used under this agreement.

**7. COLLECTION OF FEES.**

In addition to the services provided in Paragraph 1 of the agreement, Contractor when required by the Parks and Recreation Manager or his/her designee, shall collect fees from all individuals in classes and activities the Contractor is authorized to conduct. Fee schedules shall be determined by the Parks and Recreation Manager and subject to Parks and Recreation Commission and/or City Council approval, and in no event shall Contractor collect a fee greater than authorized. Any fees collected by Contractor shall be promptly submitted to the appropriate Recreation Supervisor.

**8. COMPENSATION.**

In consideration of the performance of the services provided herein, Contractor shall receive:

- \_\_\_\_\_percent of basic fees collected. Basic fee shall equal the amount of fee required to be paid by City residents. Contractor shall not receive any portion of the fees paid by non-City residents in excess of City resident fee.
  
- \$ \_\_\_\_\_ per hour.
- \$ \_\_\_\_\_ per event.
- \$ \_\_\_\_\_ per month.

**9. METHOD OF PAYMENT.**

The compensation provided in Paragraph 8 for the Class shall be paid at the end of each class session. The payment will be provided to Contractor by the City within \_\_\_\_\_ days.

**10. ASSIGNMENT.**

This is an agreement for personal services and is not assignable without the prior written consent of City. This provision does not preclude Contractor from providing Class instruction through employees or subcontractors if authorized by Paragraph 1.

**11. CONTRACTOR STATUS – ADMINISTRATION OF EMPLOYMENT.**

A. Both parties hereto in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits or privileges of City employees including but not limited to medical or worker's compensation insurance. The services Contractor performs pursuant to this agreement are intended to have the result of increasing the ability and enjoyment of the participants in recreation or cultural classes or activities Contractor conducts. The means and the manner by which Contractor accomplishes this result and conducts the activity shall be determined by Contractor.

B. If services are to be provided by persons retained by Contractor, then Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

**12. HOLD HARMLESS.**

Contractor agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed pursuant to this agreement or occupancy, operation, maintenance, enjoyment and use of any City premises under this agreement to the extent permitted by law.

**13. INSURANCE REQUIREMENTS.**

As part of the consideration of this Agreement, Contractor shall procure and maintain, for the duration of the agreement, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence.
- Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- Workers' Compensation:** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**OTHER INSURANCE PROVISIONS**

The general liability policy shall contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City of Goleta, its officers, officials, employees, volunteers, and agents, shall be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. A copy of the endorsement evidencing that the City of Goleta has been added as an additional insured on the policy, must be attached to the certificate of insurance.

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory in respects to the City, its officers, officials, employees, volunteers, and agents. This requirement shall also apply to any Excess or Umbrella liability policies.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta CA 93117.

***Waiver of Subrogation***

Contractor and the insurer of Contractor agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents for losses paid under the terms of any policy which arise from work performed by the Instructor for the City. This provision also applies to the Instructor's Workers' Compensation policy.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, SIRs, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Acceptability of Insurers***

All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII. All other insurers require prior approval of the City.

***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Events Coverage for Instructors***

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Contractor or Instructor can obtain additional information and cost from the City.

***Special or Low Risk Activities***

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

***Coverage Limits Specifications***

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

**14. PARAGRAPH HEADINGS.**

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement. This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter hereof and supersedes all prior offers and negotiations, both oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by City and Contractor.

**15. VENUE**

This contract and disputes arising out of or relating to it or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship must be brought in a state court situated in the County of Santa Barbara, State of California or a federal court in the district that includes the County of Santa Barbara.

**16. EXECUTION**

This Agreement may be executed in any number of original counterparts. This Agreement may be executed in any manner authorized by law, including electronic signature. This Agreement will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.



**ATTACHMENT 2**

**Proposed Contract Class / Camp Brochure & Marketing Form**



Parks and Recreation

Contract Class / Camp Brochure & Marketing Form

Name of Class/Camp:

Contact Name:

Phone Number:

Email Address:

Area of Instructional Interest (Circle one or more) Youth Teen Adult Senior Special Event Camp

Age of Participants: (Youngest) (Oldest)

Days of Week:

Dates: (Begins) (Ends)

Hours:

Fees / Rates:

Scholarships Available?

Multi-Family Discount?

City of Goleta Discount?

1). Please provide a creative and engaging description of the class/camp for marketing purposes:

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2). Please include any additional items, supplies or experience required for participation:

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*Please email this completed form to Justin Wilkins, Parks and Recreation Manager at [jwilkins@cityofgoleta.org](mailto:jwilkins@cityofgoleta.org). Submissions received by the 15<sup>th</sup> of the month, will be include in the subsequent month marketing efforts.*